

**REQUEST FOR QUALIFICATIONS
TO ESTABLISH A REGISTRY OF
PROBATE COURT INVESTIGATION PROVIDERS
FOR THE SUPERIOR COURT
OF ARIZONA
E-5**

**RESPONSES DUE:
DECEMBER 6, 2002
5:00 P.M.**

**125 W. WASHINGTON
LOWER LEVEL
PHOENIX, ARIZONA
85003**

REQUEST FOR QUALIFICATIONS
TO ESTABLISH A REGISTRY OF PROBATE COURT INVESTIGATION PROVIDERS
FOR THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

SECTION I
WORK STATEMENT

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

The Superior Court of Arizona in Maricopa County (Court) is requesting letters of qualifications to contract for a registry of probate court investigator(s) (hereafter “providers”.) The registry of providers will be used to perform duties that will include those set forth by statute or by order of the court.

The Court is not soliciting the services of general employment agencies for this contract. It is seeking certified private fiduciaries who can demonstrate the requisite background and experience in guardian and conservatorship matters.

Every effort has been made to include instructions, requirements, specifications, and other information necessary to complete your response to this Request for Qualifications (RFQ). If the material provided is insufficient, the RFQ will be revised in writing by the Court.

B. SCOPE OF WORK

1. The Probate Court Administrator or designee will assign cases to Investigators.
2. Payment is on a per-investigative report basis and will be made to the provider subsequent to submission of the completed report.
3. Reports are due ten (10) days prior to the hearing date or assigned due date. Under certain circumstances, however, providers may not be notified ten (10) days prior to this date, but will still be required to submit the report prior to the hearing or assigned due date.
4. Problem Reporting and Resolution: In the interest of mutually satisfactory relationship between the Court and providers, providers are expected to inform the Court of problems arising from the Court’s notice of appointment and to work with the Court through Probate Court Administration to resolve such problems.
5. Eligibility for inclusion on the Court’s probate court investigations providers registry is determined by the Court. All providers must meet the minimum qualification and conditions for participation listed below:
 - a. Qualifications for Investigators. A provider wishing to qualify as a “probate court investigator” defined under A.R.S. 14-5101 shall:
 - 1.) Have a Bachelor’s Degree from an accredited college or university in social work, nursing or post-graduate training in law.

- 2.) Be currently certified by the Arizona Supreme Court Private Fiduciary Certification Program pursuant to A.R.S. § 14-5651, or be certified on a provisional basis subject to satisfactory compliance with A.R.S. § 14-5651(B).

b. Conditions of Participation. Providers shall:

- 1.) Have a computer that is compatible with the Integrated Court Information System (iCIS) in order to prepare and generate investigative reports.
- 2.) Continue to be certified by the Arizona Supreme Court Private Fiduciary Certification Program throughout the duration of any contract awarded to the provider.
- 3.) Meet all court requirements for report content. (Exhibit A)
- 3.) Provide investigative reports to the Probate Court Administrator or designee for approval prior to the hearing or assigned due date.
- 4.) Comply with all procedures outlined by the Probate Court Administrator or its designee. Detailed procedures will be provided by department to successful contractor upon award.
- 6.) Treat information gathered from court records and interviews with those involved in assigned cases as confidential. Please sign and return with response Attachment C.
- 7.) Avoid any conflict of interest, or appearance of conflict of interest, including financial gain.
- 8.) Maintain the ethical standards set forth in the Arizona Code of Conduct for Judicial Employees, except that at all times during the contract period, the provider shall be performing services solely as an Independent Contractor, and not as an employee or agent of the Court.
- 9.) Have no personal interest in any assigned cases.
- 10.) Supply additional information as may be required from time to time by the Court.
- 11.) Treat all persons involved in assigned cases with professional courtesy and respect.
- 12.) Accept the fee schedule as determined by the Court.
- 13.) Remain in good standing on the Court-approved registry by continuing to comply with all conditions of participation.

SECTION II GENERAL PROVISIONS

1. EFFECT

To the extent the Work Statement is in conflict with the General Provisions, the Work Statement shall control.

2. DEFINITIONS

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” means any person who has a Contract with a state government unit.

“Court” shall mean the Superior Court of Arizona in Maricopa County.

“Desirable” shall mean the terms “may”, “can”, “should”, “preferably, or “prefers” identifies a desirable or a discretionary item or factor for the Court to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee” means a body appointed by the Purchasing management to perform the evaluation of the Offeror proposals. The Purchasing Administrator shall provide only technical assistance requested by the committee.

“Finalist” is defined as an Offeror(s) who meet(s) all the mandatory specifications of the RFQ and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” means the terms “must”, “shall”, “will” “is required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership that chooses to submit a proposal.

“Procurement Administrator” means the person or designee authorized by the Court to manage or administer procurement requiring the evaluation of competitive sealed proposals.

“Request for Qualifications” of “RFQ” means all documents, including those attached or incorporated by reference, used for soliciting responses.

“Responsible Offeror” means a Vendor(s) who submit(s) a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or services facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal, which confirms in all material respects, to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

“Solicitation” means an invitation for bids (IFB), a request for proposals (RFP), or a request for qualifications (RFQ).

“State” means the State of Arizona and Department or Agency of the State that executes the Contract.

3. GENERAL REQUIREMENTS

- A. The Terms of this Contract shall be construed in accordance with Arizona Law; any action thereon shall be brought in the appropriate court of the State of Arizona.
- B. The Contractor is an independent Contractor in the performance of work and provisions of services under this Contract and is not to be considered an officer, employee, or agent of the Court.

4. CONTRACT LENGTH

This review of qualifications (RFQ) is for a contract term of one (1) year.

5. RIGHT TO EXTEND CONTRACT

This contract may be extended at the Court's request for up to four (4) additional annual periods. Nothing herein shall be in any way construed to guarantee that the Court will subsequently extend or award a Contract.

6. AMENDMENTS

All Amendments to this contract shall be in writing and signed by both parties.

7. NON-EXCLUSIVE STATUS

The Court reserves the right to have the same or similar professional services provided by persons other than the Contractor.

8. AVAILABILITY OF FUNDS

- A. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to the Court for Disbursement. The Contract Administrator and the Presiding Judge of the Court shall solely determine the availability of funds for services and are responsible for budgetary control under this contract. The Court shall keep the Contractor fully informed as to the availability of funds.
- B. If any action is taken by any State agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, the Court may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, the Court shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. The Court shall give written notice of the effective date of any suspension, amendment, or termination under this section.

9. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Contractor will, during the term of this Contract, immediately inform the Court in writing of the award of any other contracts or grants, including other contracts and grants awarded by the County, that may directly or indirectly affect costs being paid or reimbursed under this Contract. Contractor shall provide copies of such contracts or grant awards upon request. Failure by the Contractor to notify the

Court of such other contracts and grants shall be considered a violation of the Contract and the Court shall have the right to annul this Contract without liability.

- B. If the Court determines that an award of such other contract or grant to the Contractor affects the costs being paid or reimbursed under this Contract, the Court may prepare a Contract Amendment to effect a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause.

10. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as established by law, regulation or as otherwise noted in this Contract.

11. RETENTION AND ADEQUACY OF RECORDS

- A. The Contractor agrees to retain all financial books, records, and other documents relevant to this contract for at least five (5) years after final payment, or longer for the resolution of any audit questions, which may last more than five (5) years. The County, Federal, or State auditors, any other persons duly authorized by the Court shall have full access to, and the right to examine, copy and make use of any and all said materials.
- B. If the Contractor's books, records, and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients, the Contractor shall reimburse the Court for the services not so adequately support and documented.
- C. The Contractor agrees that Court Representative displaying Court identification shall have the right during normal daytime business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this contract, and Contractor shall make available such records as requested, including records of fee-for-service income generated if allowed per this Contract.

12. AUDIT AND AUDIT DISALLOWANCES

- A. Contractor, upon written notice, shall reimburse the Court for any payments made under this Contract that are disallowed by a federal, state, or Maricopa County Audits in the amount of the disallowance.
- B. Should the Court undertake legal action concerning a disallowance, the prevailing party shall receive as part of its remedy reasonable attorney fees, costs, expenses and court costs.
- C. Pursuant to A.R.S. 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State of Arizona or any division or agency thereof ("the State") (including the Court) at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

13. CONTRACT COMPLIANCE MONITORING

The Contract Administrator shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for contract compliance monitoring may be made by the Court and/or its grantor agencies at any time during the Contractor's normal business hours, announced or

unannounced. The Contractor shall make available for inspection and/or copying by the Court's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or under other grants and contracts. If the Court needs the assistance or expertise of a private accounting auditing, health care financing or contract compliance firm, Contractor and Court will equally share such expense. Contractor agrees to take corrective actions that result from monitoring findings.

14. DISPUTES

If there is a dispute between the successful vendor and the Court involving documents, the document highest in precedence will govern the order of precedence, with First being the highest is:

- | | |
|--------|---|
| First: | The Contract with the successful vendor. |
| Second | The Request for Proposal documents including any addenda or written clarifications. |
| Third: | Vendor's Proposal response. |

Protest of an award must be made no later than 10 working days after notification is made. Protest and contract disputes shall be handled in the manner described in the Administrative Office of the Courts Protest Procedures, 7.04, June 1, 1994.

15. NON-DESCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other application state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

16. DEFAULT AND SUSPENSION

The Court Administrator or the Presiding Judge may suspend, modify, or recommend termination of this Contract via written notice to Contractor in the event of non-performance of stated objectives; material breaches of contractual obligations; or for other events that affect the ability of the Contractor to perform contractual obligations. Such determinations will not be made until such time as the "disputes" process has been exhausted.

17. TERMINATION

- A. Either party may terminate this Contract with thirty-(30) day prior notice in writing to the other party unless otherwise prohibited by the terms of this contract. Such notice shall be made by personal delivery or by registered or certified mail.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

C. The Court shall have the right to terminate this Agreement for cause upon fourteen (14) days written notice for any breach of this Contract which is not cured within fourteen (14) days after written notice thereof served by certified or registered mail, return receipt requested.

D. If this Contract is to be terminated because of non-availability of funds, per Paragraph 8, the ten-day period addressed therein is the appropriate time limit for termination.

E. This Contract is subject to cancellation in accordance with the provision of A.R.S. 38-511.

18. STRICT COMPLIANCE

A. Acceptance by the Court of performance not in strict compliance with the terms hereof shall not be deemed to waive any other requirement including strict compliance of all other obligations.

B. Any changes in performance obligations under this Contract must be in writing and signed by all parties.

19. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any provision hereof, and remaining provisions shall remain in full force and effect.

20. INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

The Court currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Offerors, to purchase their requirements under the terms and conditions of the Judicial Branch Unit Contract. Please indicate on the signature page of this Contract your acceptance or rejection regarding such participation.

21. BASIC INSURANCE COVERAGE

Commercial General Liability: Provides coverage for body injury and property damage to others because of accidents from the premises or operations of the Contractor.

Minimum Limits - \$1,000,000 each occurrence, \$1,000,000 products and completed operations aggregate and an unimpaired general aggregate limit of \$1,000,000.

A. Workmen's compensation insurance as required by state and federal statutes covering any and all employees or agents of Contractor who are or may be engaged in the performance of any services required by this Contract. Self-insured contractors must furnish proof of self-insurance as required by state and federal statutes.

B. Comprehensive automobile liability insurance covering bodily injury and property damage of not less than \$100,000 per person and \$300,000 per accident for bodily injury, and not less than \$100,000 property damage per accident for any of the Contractor's vehicles (whether owned, hired or borrowed) that are used by Contractor, its employees or agents, in performing any duties or services required under this Contract. The coverage required in this paragraph must be obtained only if a vehicle is used in performing contract services and may be obtained immediately prior to use of the vehicle.

C. Professional liability insurance of million dollars (\$1,000,000) for each occurrence of alleged professional misconduct or lack of skill in the performance of a professional act or service.

State As Additional Insured: All liability insurance, except for professional liability insurance, required under this Contract shall name the State of Arizona, its agents, officials and employees as additional insured parties under each policy. Professional liability insurance shall list the State of Arizona as an additional loss payee. The insurance required of the Contractor under this Contract shall be primary insurance and any and all coverage provided by the State of Arizona shall be secondary, liable only for excess exposure after all the coverage afforded by Contractor's insurance has been exhausted.

Certificate of Insurance: Prior to performing services of using a vehicle in the performance of services under this Contract, the Contractor shall furnish to the Court a duly executed certificate of insurance stating the coverage required by this Contract and naming the State of Arizona, its agents, officials, and employees as additional insured. The certificate shall state that the insurance shall not be cancelled or modified in any manner without at least thirty-(30) days prior written notice to the Court. The State of Arizona shall have the right to request and receive copies of the policies required under this Contract at any time from the companies issuing the policies.

Termination for Lack of Insurance: Should the Contractor fail to continuously provide proof of this coverage, the Court in its sole discretion may terminate this Contract with no liability to the Contractor except as otherwise provided in the Contract.

SECTION III COMPENSATION

1. Contract Investigators will be paid \$325.00 per initial investigation and \$75.00 if assigned to an annual review investigation.
2. Payment will be made within 30 days of receipt of invoice and report.
3. Each invoice must contain contract number and federal ID or social security number of the provider.
4. No payments will be made for mileage and per diem.

SECTION IV INSTRUCTIONS

Interested professionals must submit a letter of qualification and all required attachments to: Pollie S. Coons, Purchasing Administrator, Superior Court, 125 W. Washington, Phoenix, Arizona 85003, **by 5:00 p.m. MST on December 6, 2002.**

ATTACHMENT A
AGREEMENT

The Offeror hereby certifies that he/she has read, understands and agrees that acceptance by the Court of the Offeror's solicitation by the issuance of a purchase order or contract will create a binding contract. Further, Offeror agrees to comply with all the terms and conditions as set forth in the Judicial Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Individual Submitting RFQ

Other Gov't Agencies able to use contract

YES _____ NO _____

Federal Tax ID Number

Fiduciary Certification Number

Authorized Signature

Printed Name and Title

Address

Telephone

City and State Zip Code

Date

Presiding Judge, Superior Court of Arizona

Date

APPROVED AS TO FORM:

Attorney General

Date

ATTACHMENT B

PROBATE COURT INVESTIGATIONS PROVIDER QUALIFICATION CHECKLIST

_____ Bachelor's Degree from an accredited college or university in social work, nursing, or post-graduate training in law.

_____ Certificate issued by the Arizona Supreme Court Private Fiduciary Certification Program.

ATTACH TO RFQ MATERIALS

___ Arizona Supreme Court Private Fiduciary Certificate

___ Current resume, which includes:

- Degrees awarded
- Date of degrees
- Institution awarding degrees
- Relevant experience, including but not limited to, identification of specific past or current Arizona Superior Court cases in which the Offeror has been appointed by the Court to act as the guardian and/or conservator of an adult. Identify case number and County if other than Maricopa, the name of the ward or protected person, and whether the case is active or inactive.